

Berj K. Parseghian (Cal. Bar No. 200932)
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*Attorneys for Defendant
Monterey Financial Services, LLC*

**UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
SOUTHERN DIVISION**

ARTIS-RAY CASH JR.,
Plaintiff,

vs.

EXPERIAN INFORMATION
SOLUTIONS, INC., MONTEREY
FINANCIAL SERVICES, LLC,
Defendants.

Case No.: 8:25-cv-00165-JWH (ADSx)

Hon. John W. Holcomb

**DECLARATION OF BERJ K.
PARSEGHIAN IN SUPPORT OF
MOTION TO DISMISS
PLAINTIFF'S COMPLAINT**

Hearing Date: May 9, 2025
Time: 9:00 a.m.
Courtroom: 9D

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1 I, Berj K. Parseghian, declare as follows:

2 1. I am an attorney duly admitted to practice in all of the courts of the
3 State of California and am a partner with Lippes Mathias LLP, attorneys of record
4 for defendant Monterey Financial Services, LLC herein. The facts set forth herein
5 are of my own personal knowledge and, if sworn, I could and would competently
6 testify thereto.

7 2. I have reviewed the United States District Court for the Central
8 District of California's Electronic Case Filing System and have identified the
9 following twenty-one actions (in addition to the present matter) filed by Plaintiff in
10 the District:

- 11 i. *Artis Cash v. First Collection Services et al.*, Case No. 2:19-cv-09416-
12 SVW-E, filed on November 1, 2019.
- 13 ii. *Artis Cash v. Experian Information Solutions, Inc. et al.*, Case No.
14 2:21-cv-03672-RGK-SHK, filed on April 29, 2021.
- 15 iii. *Artis-Ray Cash v. Experian*, Case No. 2:23-cv-06688-FMO-JC, filed
16 on August 15, 2023.
- 17 iv. *Artis-Ray Cash, Jr. v. Midland Credit Management, Inc. et al.*, Case
18 No. 2:23-cv-10126-HDV-SSC, filed on December 1, 2023.
- 19 v. *Artis-Ray Cash Jr. v. Caesars Entertainment, Inc.*, Case No. 2:23-cv-
20 10570-JFW-PVC, filed on December 18, 2023.
- 21 vi. *Artis-Ray Cash Jr. v. Phillips & Cohen Associates Ltd.*, Case No. 2:24-
22 cv-00012-HDV-MAR, filed on January 2, 2024.
- 23 vii. *Artis-Ray Cash v. LVNV Funding LLC et al.*, Case No. 2:24-cv-00474-
24 MRA-E, filed on January 18, 2024.
- 25 viii. *Artis-Ray Cash Jr. v. Credit Control, LLC et al.*, Case No. 2:24-cv-
26 08447-AH-E, filed on October 1, 2024.
- 27 ix. *Artis-Ray Cash v. Absolute Resolutions Investments LLC*, Case No.
28 2:24-cv-09093-SRM-MAA, filed on October 22, 2024.

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- 1 x. *Artis-Ray Cash v. Maximus, INC.*, Case No. 2:24-cv-09094-RGK-AS,
2 filed on October 22, 2024.
- 3 xi. *Artis-Ray Cash, Jr. v. Cavalry Portfolio Services, LLC*, Case No. 2:24-
4 cv-09738-SRM-E, filed on November 12, 2024.
- 5 xii. *Artis-Ray Cash Jr v. Diverse Funding Associates, LLC*, Case No. 2:24-
6 cv-10354-WLH-SK, filed on December 2, 2024.
- 7 xiii. *Artis-Ray Cash Jr. v. Velocity Portfolio Group, INC.*, Case No. 2:24-
8 cv-10357-JFW-MAA, filed on December 2, 2024.
- 9 xiv. *Artis-Ray Cash, Jr. v. Vervent, Inc.*, Case No. 2:24-cv-10359-DMG-
10 BFM, filed on December 2, 2024.
- 11 xv. *Artis-Ray Cash Jr v. Resurgent Capital Services, L.P.*, Case No. 2:24-
12 cv-10356-ODW-SK, filed on December 2, 2024.
- 13 xvi. *Artis-Ray Cash Jr. v. Shelter Mutual Insurance Company*, Case No.
14 2:24-cv-10355-FMO-JPR, filed on December 2, 2024.
- 15 xvii. *Artis-Ray Cash v. Convergent Outsourcing, Inc.*, Case No. 2:25-cv-
16 00663-AB-PD, filed on January 24, 2025.
- 17 xviii. *Artis-Ray Cash Jr. v. Housing Authority of the City of Los Angeles*
18 *(HACLA) et al.*, Case No. 2:25-cv-00962-WLH-DFM, filed on
19 February 4, 2025.
- 20 xix. *Artis-Ray Cash Jr v. TransUnion, LLC et al.*, Case No. 2:25-cv-00961-
21 RGK-DFM, filed on February 4, 2025.
- 22 xx. *Artis-Ray Cash, Jr. v. Radius Global Solutions, LLC*, Case No. 2:25-
23 cv-01481-DMG-JDE, filed on February 21, 2025.
- 24 xxi. *Artis-Ray Cash Jr. v. Penn Credit Corporation*, Case No. 2:25-cv-
25 01483-MWF-AS, filed on February 21, 2025.
- 26 3. Plaintiff did not file an *in forma pauperis* (“IFP”) application in either
27 *Artis Cash v. First Collection Services* or *Artis Cash v. Experian Information*
28 *Solutions, Inc.*

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1 4. In *Artis-Ray Cash v. Experian*, Plaintiff requested and was granted
2 IFP status. (ECF Nos. 3, 7.) Plaintiff reached a settlement in this action on or
3 before February 13, 2024. (ECF No. 25.) Attached hereto as **Exhibit A** is a true
4 and correct copy of the Notice of Settlement.

5 5. Plaintiff's complaint in *Artis-Ray Cash, Jr. v. Midland Credit*
6 *Management, Inc. et al.* demanded \$2,000,000. (ECF No. 1.) Plaintiff requested
7 and was granted IFP status. (ECF Nos. 3, 8.) Plaintiff reached a settlement in this
8 action on or before July 22, 2024. (ECF No. 33.) Attached hereto as **Exhibit B** is
9 a true and correct copy of the Notice of Settlement.

10 6. In *Artis-Ray Cash Jr. v. Caesars Entertainment, Inc.*, Plaintiff
11 requested IFP status. (ECF No. 3.) The court initially postponed ruling on the
12 request because of inconsistencies in the information Plaintiff provided. (ECF No.
13 8.) After Plaintiff provided additional information, the court denied IFP status,
14 finding Plaintiff "is able to pay the filings fees." (ECF No. 12.) Attached hereto as
15 **Exhibits C and D** are a true and correct copy of the court's orders. The court
16 subsequently dismissed this action because Plaintiff failed to pay the \$402 filing
17 fee. (ECF No. 13.)

18 7. In *Artis-Ray Cash Jr. v. Phillips & Cohen Associates Ltd.*, Plaintiff
19 requested but was denied IFP status because the Court found, *sua sponte*, that
20 Plaintiff failed to state a claim. (ECF Nos. 3, 9.)

21 8. In *Artis-Ray Cash v. LVNV Funding LLC et al.*, Plaintiff requested but
22 was denied IFP status because the Court found, *sua sponte*, that Plaintiff failed to
23 state a claim. (ECF Nos. 2, 9.)

24 9. In *Artis-Ray Cash Jr. v. Credit Control, LLC et al.*, Plaintiff requested
25 and was granted IFP status. (ECF Nos. 3, 9.)

26 10. In *Artis-Ray Cash v. Absolute Resolutions Investments LLC*, Plaintiff
27 requested and originally was denied IFP status. (ECF Nos. 2, 9.) The court
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1 subsequently granted a motion for reconsideration, vacated its prior decision, and
2 granted IFP status. (ECF No. 11.)

3 11. In *Artis-Ray Cash v. Maximus, INC.*, Plaintiff requested and was
4 granted IFP status. (ECF Nos. 2, 8.) Plaintiff reached a settlement in this action on
5 or before January 27, 2025. (ECF No. 15.) Attached hereto as **Exhibit E** is a true
6 and correct copy of the Notice of Settlement.

7 12. In *Artis-Ray Cash, Jr. v. Cavalry Portfolio Services, LLC*, Plaintiff
8 requested and was granted IFP status. (ECF Nos. 3, 9.)

9 13. In *Artis-Ray Cash Jr v. Diverse Funding Associates, LLC*, Plaintiff
10 requested and originally was denied IFP status. (ECF Nos. 3, 9.) The court
11 subsequently granted a motion for reconsideration, vacated its prior decision, and
12 granted IFP status. (ECF No. 11.)

13 14. In *Artis-Ray Cash Jr. v. Velocity Portfolio Group, INC.*, Plaintiff
14 requested and originally was denied IFP status. (ECF Nos. 3, 9.) The court
15 subsequently granted a motion for reconsideration, vacated its prior decision, and
16 granted IFP status. (ECF No. 11.)

17 15. In *Artis-Ray Cash, Jr. v. Vervent, Inc.*, Plaintiff requested and was
18 granted IFP status. (ECF Nos. 3, 7.) Plaintiff reached a settlement in this action on
19 or before February 4, 2025. (ECF No. 8.) Attached hereto as **Exhibit F** is a true
20 and correct copy of the Joint Stipulation to Dismiss.

21 16. In *Artis-Ray Cash Jr v. Resurgent Capital Services, L.P.*, Plaintiff
22 requested and originally was denied IFP status. (ECF Nos. 2, 7.) The court
23 subsequently granted a motion for reconsideration, vacated its prior decision, and
24 granted IFP status. (ECF No. 9.)

25 17. In *Artis-Ray Cash Jr. v. Shelter Mutual Insurance Company*, Plaintiff
26 requested and was granted IFP status. (ECF Nos. 3, 7.)

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1 18. In *Artis-Ray Cash v. Convergent Outsourcing, Inc.*, Plaintiff requested
2 IFP status. (ECF No. 2.) On January 24, 2025, the Court ordered Plaintiff file an
3 amended complaint before it determined the IFP application. (ECF No. 8.)

4 19. In *Artis-Ray Cash Jr. v. Housing Authority of the City of Los Angeles*
5 (*HACLA*) *et al.*, Plaintiff requested and was denied IFP status because the court,
6 *sua sponte*, determined that it lacked subject matter jurisdiction over the action.
7 (ECF Nos. 3, 7.)

8 20. In *Artis-Ray Cash Jr v. TransUnion, LLC et al.*, Plaintiff requested
9 and was granted IFP status. (ECF Nos. 2, 8.)

10 21. In *Artis-Ray Cash, Jr. v. Radius Global Solutions, LLC*, Plaintiff
11 requested and was granted IFP status. (ECF Nos. 2, 7.)

12 22. In *Artis-Ray Cash Jr. v. Penn Credit Corporation*, Plaintiff requested
13 and was granted IFP status. (ECF Nos. 2, 7.)

14 I declare under penalty of perjury under the laws of the United States of
15 America that the foregoing is true and correct and that this declaration was
16 executed on April 7, 2025, at New York, New York.

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18 /s/ Berj K. Parseghian
19 Berj K. Parseghian
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CERTIFICATE OF SERVICE

I, Berj K. Parseghian, declare as follows:

I am a resident of the State of New York, over the age of eighteen years, and not a party to the within action. My business address is 420 Lexington Avenue, Suite 2005, New York, New York 10170.

On April 7, 2025, I served the within DECLARATION OF BERJ K. PARSEGHIAN IN SUPPORT OF MOTION TO DISMISS PLAINTIFF'S COMPLAINT by enclosing a true copy in a sealed envelope addressed to the following non-CM/ECF participant(s):

Artis-Ray: Cash, Jr.
453 South Spring Street
Suite 400 PMB 1211
Los Angeles, CA 90013

and depositing the envelope in the United States mail at New York, New York with postage thereon fully prepaid.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on April 7, 2025 at New York, New York.

/s/ Berj K. Parseghian
Berj K. Parseghian